	1. CONTRACT II	D CODE	PAGE OF PAGES					
AMENDMENT OF SOLICITA	J		1 6					
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.(Ifapplicable)			
46	19-Nov-2015	SEE SCHEDULE						
6. ISSUED BY CODE NAWCTSD 253 12211 SCIENCE DRIVE (2536) ORLANDO FL 32826-3224	N61340	7. ADMINISTERED BY (Ifother than item6) DEFENSE CONTRACT MANAGEMENT AGENCY DCMA BALTIMORE 217 EAST REDWOOD ST. SUITE 1800 BALTIMORE MD 21202-5299	DEFENSE CONTRACT MANAGEMENT AGENCY EAST DCMA BALTIMORE 217 EAST REDWOOD ST. SUITE 1800					
8. NAME AND ADDRESS OF CONTRACTOR (1	No Street County S	tate and Zin Code)	9A. AMENDME	ENT OF SOI	LICITATION NO.			
L B & B ASSOCIATES INC. RICK FRANZ 9891 BROKENLAND PKWY STE 400	ture und 2.1p code)	9B. DATED (SEE ITEM 11)						
COLUMBIA MD 21046-3005			X 10A, MOD. OF CONTRACT/ORDER NO. N61340-11-D-1007-0002					
		10B. DATED (SEE ITEM 13)						
CODE 0V349	E X	0 . 7 . ug = 0						
The above numbered solicitation is amended as set forth		PPLIES TO AMENDMENTS OF SOLICIT	is extended.	is not exten	. 1 . 1			
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Ifby virtue of this amendment you desire to change an offer already submitted, such change may be made by telegramor letter, provided each telegramor letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)							
See Schedule	A ADDI IECONI V T	O MODIFICATIONS OF CONTRACTS	DDEDC					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).								
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014) & 232-703-1E								
D. OTHER (Specify type of modification and a	uthority)							
E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: charran16109 The purpose of this modification is to (1) incrementally fund CLINS 1642 in the amount of and (2) Update PBW. All other terms and terms and conditions remain the same. Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AVANA GRAHAM (25362) / CONTRACTING OFFICER								
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	TEL: 407-380-4012	EMAIL: ayana.graha		C. DATE SIGNED			
102. CONTINUE ON ON EMOR		BY .			9-Nov-2015			
(Signature of person authorized to sign)		(Signature of Contracting Office	er)	'`	5 140V 2010			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

MODIFICATION SUMMARY

The purpose of this modification is as follows:

1. Incrementally fund CLINS 1642 in the amount of and 1646 in the amount of

2. Update and attached the revised PBW dated 18 November 2015.

CLIN/SLIN	Description	Funding Exhausted	From	Ву	То
164202	Funding forCIS San Diego LCS JOOD	30-Nov-15			
164602	Funding for NSS Instructors Newport RI	30-Nov-15			
Total Funding			\$10,957,887.77	\$124,329.03	\$11,082,216.80

All other terms and conditions remain the same.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 164202 is added as follows:

ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX AMOUNT MAX **OUANTITY** 164202 **UNDEFINED UNDEFINED** \$0.00 Funding for CIS San Diego LCS JOOD Incremental funding for CIS San Diego LCS JOOD IAO FOB: Destination PURCHASE REQUEST NUMBER: 1300536955 MAX \$0.00

NET AMT

ACRN BN

CIN: 130053695500001

SUBCLIN 164602 is added as follows:

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY UNDEFINED

164602 UNDEFINED UNDEFINED \$0.00

Funding for NSS Instructors Newport RI

FFP

Incremental funding for NSS Instructors Newport RI IAO

FOB: Destination

PURCHASE REQUEST NUMBER: 1300536955

MAX \$0.00 NET AMT

ACRN BN

CIN: 130053695500002

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 164202:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 164602:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY Destination Government Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$124,329.03 from \$10,957,887.77 to \$11,082,216.80.

SUBCLIN 164202:

Funding on SUBCLIN 164202 is initiated as follows:

ACRN: BN

CIN: 130053695500001

Acetng Data: 1761804 22M8 257 63190 0 068566 2D C25006

Increase:

Total:

Cost Code: 631906A1935Q

SUBCLIN 164602:

Funding on SUBCLIN 164602 is initiated as follows:

ACRN: BN

CIN: 130053695500002

Acetng Data: 1761804 22M8 257 63190 0 068566 2D C25006

Increase:

Total:

Cost Code: 631906A1935Q

SECTION I - CONTRACT CLAUSES

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

- (a) Contract line item(s) <u>1642 and 1646</u> are incrementally funded. For these item(s), the sum of <u>\$124,329.03</u> of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by

the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract for FY16:

 August 14, 2015
 \$ 678,973.16

 November 02, 2015
 \$ 336,794.66

 November 18, 2015
 \$124,329.03

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibits

CDRLs --- DD Forms 1423:

Exhibit A001 – Contract Funding Status Report (CFSR)

Exhibit A002 – Conference Minutes

Exhibit A005 – Contractor Inventory/Utilization Report of GFP/GFI

Exhibit A006 - Mobilization CI Contractor Performance Summary Report

Exhibit A007 - CI Contractor Performance Summary Report

Exhibit A009 – Quality System Plan

Note: CDRL numbers A003, A004 and A008 not used.

Attachments

Attachment 1 Statement of Work (SOW) Addendum B (CIS) NSS RFP 22APR2011 CH 2

Appendix B01 NSST 28 Mar 11 CH1

Appendix B02 CH 1 Littoral Combat Ship (LCS) Shiphandling Trainer

Attachment 1- ATG Atlantic, Norfolk VA Ch2 24Oct11 Attachment 2- ATG Pacific, San Diego CA Ch2 24Oct11

Attachment 3- ATG Mayport FL Ch2 24Oct11

Attachment 4Attachment 5Attachment 6Attachment 7Attachment 7ATG Northwest, Everett WA Ch2 24Oct11
ATG MIDPAC, Pearl Harbor HI Ch2 24Oct11
ATG USNB, Sasebo Japan Ch2 24Oct11
ATG USNB, Yokosuka Japan Ch2 24Oct11

Attachment 8- Newport

Attachment 9- Naval Station, Rota, Spain 12 May 15

Attachment 10- Naval Support Activity, Manama, Bahrain 12 May 15

Appendix B003 SWOSCOLCOM NSS Instructors

Attachment 2 CDRL Addressee List Rev 1

Attachment 3 DD Form 254 – Contract Security Classification Specification

Attachment 4 Quality Assurance Surveillance Plan (QASP)

Attachment 5 Price Breakout Worksheet (PBW) Mod 46 SWOS Incremental Funding Section J.

Attachment 6 Government Furnished Equipment (GFE) List

Attachment 7 NSS Site Specific Contact Information

Attachment 8 Data Item Transmittal Form NAWCTSD 4330/60 Rev 2

(End of Summary of Changes)